

NEWMAYER & DILLION LLP
J. BRIAN MORROW, CBN 191392
Brian.Morrow@ndlf.com
BRANDON A. CLOUSE, CBN 293102
Brandon.Clouse@ndlf.com
1333 N. California Blvd, Suite 600
Walnut Creek, California 94596
(925) 988-3200; (925) 988-3290 (Fax)

Attorneys for Defendant
WALSH/DEMARIA JOINT VENTURE V, an
Illinois joint venture; WALSH CONSTRUCTION
COMPANY, an Illinois corporation; THE WALSH
GROUP LTD, an Illinois corporation; DEMARIA
BUILDING COMPANY, INC. a Michigan
corporation



UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

THE UNITED STATES OF AMERICA,
for the use and benefit of BONESO
BROTHERS CONSTRUCTION, INC., a
California corporation; and BONESO
BROTHERS CONSTRUCTION, INC., a
California corporation,

Plaintiff,

vs.

WALSH/DEMARIA JOINT VENTURE
V, an Illinois joint venture; WALSH
CONSTRUCTION COMPANY, an Illinois
corporation; THE WALSH GROUP LTD,
an Illinois corporation; DEMARIA
BUILDING COMPANY, INC. a Michigan
corporation; and TRAVELERS
CASUALTY AND SURETY COMPANY
OF AMERICA, a Connecticut corporation.,

Defendant.

CASE NO.: 5:16-cv-07391-EJD

**STIPULATION OF DISMISSAL WITH
PREJUDICE**

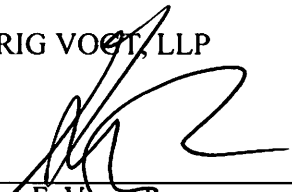
FILE DATE: 12/29/2016
TRIAL DATE SET: No Date Set

Pursuant to Rule 41 of the Federal Rules of Civil Procedure, Defendants WALSH/DEMARIA JOINT VENTURE V, WALSH CONSTRUCTION COMPANY, THE WALSH GROUP, LTD., and DEMARIA BUILDING COMPANY, INC. (hereinafter collectively "Walsh" or "Walsh Defendants"), Defendant TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, ("Travelers" or "Surety"), and Plaintiffs, THE UNITED STATES OF AMERICA, for the Use and Benefit of BONESO BROTHERS CONSTRUCTION, INC. and BONESO BROTHERS CONSTRUCTION, INC. (hereinafter "Boneso" or "Plaintiffs") (collectively, the "Parties"), by and through their respective undersigned counsel, stipulate to dismiss this Action (5:16-cv-07391-EJD) with prejudice.

As set forth in the Parties' Settlement and Release Agreement, each party shall bear their own attorneys' fees and costs accrued in this Action.

Dated: June 5, 2018

HERRIG VOGT, LLP

By: 
George F. Vogt, Jr.
Attorney for PLAINTIFFS

Dated: June _____, 2018

CORFIELD FELD LLP

By: _____
Michael A. Corfield
Attorney for TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA

Dated: June _____, 2018

NEWMAYER & DILLION LLP

BY: _____
J. Brian Morrow
Brandon A. Clouse
Attorneys For Defendants
WALSH/DEMARIA JOINT VENTURE V,
WALSH CONSTRUCTION COMPANY,
THE WALSH GROUP LTD., and DEMARIA
BUILDING COMPANY, INC

Pursuant to Rule 41 of the Federal Rules of Civil Procedure, Defendants WALSH/DEMARIA JOINT VENTURE V, WALSH CONSTRUCTION COMPANY, THE WALSH GROUP, LTD., and DEMARIA BUILDING COMPANY, INC. (hereinafter collectively "Walsh" or "Walsh Defendants"), Defendant TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, ("Travelers" or "Surety"), and Plaintiffs, THE UNITED STATES OF AMERICA, for the Use and Benefit of BONESO BROTHERS CONSTRUCTION, INC. and BONESO BROTHERS CONSTRUCTION, INC. (hereinafter "Boneso" or "Plaintiffs") (collectively, the "Parties"), by and through their respective undersigned counsel, stipulate to dismiss this Action (5:16-cv-07391-EJD) with prejudice.

As set forth in the Parties' Settlement and Release Agreement, each party shall bear their own attorneys' fees and costs accrued in this Action.


Dated: June _____, 2018

HERRIG VOGT, LLP

By: _____
George F. Vogt, Jr.
Attorney for PLAINTIFFS

Dated: June 4, 2018

CORFIELD FELD LLP

By: 
Michael A. Corfield
Attorney for TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA

Dated: June _____, 2018

NEWMAYER & DILLION LLP

BY: _____
J. Brian Morrow
Brandon A. Clouse
Attorneys For Defendants
WALSH/DEMARIA JOINT VENTURE V,
WALSH CONSTRUCTION COMPANY,
THE WALSH GROUP LTD., and DEMARIA
BUILDING COMPANY, INC

Pursuant to Rule 41 of the Federal Rules of Civil Procedure, Defendants WALSH/DEMARIA JOINT VENTURE V, WALSH CONSTRUCTION COMPANY, THE WALSH GROUP, LTD., and DEMARIA BUILDING COMPANY, INC. (hereinafter collectively "Walsh" or "Walsh Defendants"), Defendant TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, ("Travelers" or "Surety"), and Plaintiffs, THE UNITED STATES OF AMERICA, for the Use and Benefit of BONESO BROTHERS CONSTRUCTION, INC. and BONESO BROTHERS CONSTRUCTION, INC. (hereinafter "Boneso" or "Plaintiffs") (collectively, the "Parties"), by and through their respective undersigned counsel, stipulate to dismiss this Action (5:16-cv-07391-EJD) with prejudice.

As set forth in the Parties' Settlement and Release Agreement, each party shall bear their own attorneys' fees and costs accrued in this Action.

Dated: June _____, 2018

HERRIG VOGT, LLP

By: _____

George F. Vogt, Jr.
Attorney for PLAINTIFFS

Dated: June _____, 2018

CORFIELD FELD LLP

By: _____

Michael A. Corfield
Attorney for TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA

Dated: June 8, 2018

NEWMEYER & DILLION LLP

BY:  _____

J. Brian Morrow

~~Brandon A. Clouse~~

Attorneys For Defendants

WALSH/DEMARIA JOINT VENTURE V,
WALSH CONSTRUCTION COMPANY,
THE WALSH GROUP LTD., and DEMARIA
BUILDING COMPANY, INC

PROOF OF SERVICE

Boneso Brothers Construction, Inc. v. Walsh/DeMaria Joint Venture V. et al.
United States District Court Northern District of California Case No.: 5:16-cv-07391-EJD

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

I, Nakia Plummer, declare:

I am a citizen of the United States and employed in Contra Costa County, California. I am over the age of eighteen years and not a party to the within-entitled action. My email address is nakia.plummer@ndlf.com. My business address is 1333 N. California Blvd, Suite 600, Walnut Creek, California 94596. On June 19, 2018, I served a copy of the within document(s):

STIPULATION OF DISMISSAL WITH PREJUDICE

- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Walnut Creek, California addressed as set forth below.
- ☒ by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below through ECF/PACER.

Please see attached service list.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. Executed on June 19, 2018, at Walnut Creek, California.

Nakia Plummer

Nakia Plummer

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SERVICE LIST

Boneso Brothers Construction, Inc. v. Walsh/DeMaria Joint Venture V. et al.
United States District Court Northern District of California Case No.: 5:16-cv-07391-EJD

George F. Vogt, Jr.
Herrig Vogt, LLP
4210 Douglas Blvd., Suite 100
Granite Bay, CA 95746

Tel: 916-960-1000
Fax: 916-960-1005
[PLAINTIFF]
Email: g.vogt@herrigvogt.com

Michael Ann Corfield
Corfield Feld LLP
30320 Rancho Viejo Rd., Suite 101
San Juan Capistrano, CA 92675

Tel: 949-218-7812
Fax: 949-218-7815
**[TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA]**
Email: mcortfield@corfieldlaw.com